

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

INVITATION TO BID

(open market purchase)

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("METRO") WILL RECEIVE AND PUBLICLY OPEN SEALED BIDS IN THE DEPARTMENT OF FINANCE, DIVISION OF PURCHASES, 222 THIRD AVENUE NORTH, SUITE 601, NASHVILLE, TENNESSEE 37201, TELEPHONE NUMBER (615) 862-6180.

SUBJECT TO THE INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, ADDENDA, AND ANY OTHER ELEMENTS OF THIS INVITATION TO BID ("ITB"), INCLUDING THOSE INCORPORATED BY REFERENCE.

This Invitation to Bid document is prepared in a Microsoft Word format. Any alterations to this document made by the bidder may be grounds for rejection of bid, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Government.

BID NUMBER: 52663NDM

DATE ISSUED: 03/11/2010

BID TITLE: Self Contained Breathing Apparatus

COMMODITY CODE(S): 4618

THE METROPOLITAN GOVERNMENT BUYER: Doug Milligan, CPPB, Purchasing Analyst

TELEPHONE NUMBER: (615) 862-6670 **FAX NUMBER:** (615) 862-6179

E-MAIL ADDRESS: doug.milligan@nashville.gov

All bid responses must be received and time-stamped in the Division of Purchases on or before Thursday April 8, 2010 at 3:00 p.m., Nashville, Tennessee local time, at which time all bids will be publicly opened and read aloud.

SUBMIT SEALED BID RESPONSE TO: (Note new address effective March 31, 2010)

**Metropolitan Government of Nashville and Davidson County
Procurement Division, 1st Floor of the Lindsley Building, 730 2nd Avenue South. (Mailing Address is P.O. Box 196300, Zip 37219-6300).**

Bid envelope must include the bid number, the bid opening date, and the bidder's address. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

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BID NUMBER: 52663NDM

**BID OPENING DATE: Thursday April 8, 2010 at 3:00 p.m.,
Thursday December 3, 2009**

THIS BID PROCESS IS GOVERNED BY
THE METROPOLITAN CHARTER AND CODE OF LAWS
AND OTHER APPLICABLE LEGAL REQUIREMENTS.

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to Metro Purchasing. Please send this information to Jan Wiles via fax at (615) 862-6179 or by e-mail at jan.wiles@nashville.gov. **Metro will send amendments only to those firms that timely complete and return this form via fax or provide the requested information by timely e-mail.**

ITB number	52663NDM	Self	Contained	Breathing
	Apparatus			
Company name				
Mailing address				
Phone number				
Fax number				
Contact person				
E-mail address				

[illegible]

E-mailed amendments will be sent in a Microsoft Word format. Any alterations to the document made by the bidder may be grounds for rejection of bid, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Government.

Amendments also will be posted on the Metro Government Purchasing web site (http://www.nashville.gov/finance/Support_Services/purchasing/bob/index.htm) in a PDF format. Check the Expanded Bid Information page for the particular Invitation to Bid for any posted amendments.

INSTRUCTIONS AND CONDITIONS

- (1) These documents constitute the complete set of specification requirements and bid response forms. **The bidder is responsible for insuring that all pages and all addenda are received.** The Metropolitan Government advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the Division of Purchases of the Metropolitan Government. **Unless otherwise directed in writing by the Division of Purchases, the bidder must submit all bid responses on the bid response form provided with this ITB. The Metropolitan Government will not accept bid responses on bidder's letterhead and/or quotation forms.**
- (2) All bid responses must be typewritten or written legibly in ink and signed by an individual authorized to bind the bidder. **Properly notarized signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response.** Erasures, white-outs and typeovers, and other modifications must be initialed. Bidders are cautioned to verify their bid response prior to submission. Bid responses may only be withdrawn under the limited circumstances stated in Regulation Number R4.12.030 of the Procurement Standards Board of the Metropolitan Government.
- (3) Bid responses must be submitted in a sealed, properly marked envelope and filed on or before the date and time specified for the receipt of bids responses. **No late bid responses will be accepted.** The Metropolitan Government shall not be responsible for bid responses that are mailed or sent via private delivery services.
- (4) **The Metropolitan Government will not accept bid responses submitted by fax or electronic mail.**
- (5) Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response which conforms in all material respects to the ITB (Metropolitan Code 4.12.010). A "responsible bidder" means a person who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance (Metropolitan Code 4.12.040).
- (6) Any changes made to this bid document may delay any contract award and execution. Additionally, changes made to this bid document may disqualify the bid response as non-responsive.
- (7) Pursuant to Regulation Numbers R4.12.020.10 and R4.12.030.11 of the Procurement Standards Board of The Metropolitan Government of Nashville and Davidson County, bid responses may be modified by written notice received by the office specified herein for receipt of bid responses prior to the date and time for public opening of bids. Late modifications cannot be considered.
- (8) Certain mistakes may be corrected so long as the intended correct bid response is clearly evident (see Regulation R4.12.030.13 of the Procurement Standards Board for more thorough explanation).
- (9) Substitutions will not be permitted unless specifically provided for in this ITB. If this ITB specifies that substitutions are permitted, any particular manufacturer, brand, model, make or detailed description set forth in the specifications is for descriptive purposes only and a bidder may substitute articles so long as they are of similar character, quality and design as that specified, and will serve the purpose for which the article is to be used equally well as that specified, and is equally suited to the needs of the Metropolitan Government as that specified. If bidding a substitute article, a bidder must provide the manufacturer's name and catalogue reference, specifications for the substitute article, and/or other information that will enable the Purchasing Agent to make the determination of similarity, serviceability and suitability of the substitute. The Metropolitan Government reserves the right, through the Purchasing Agent, to be the sole judge in making such determination. **UNLESS THIS ITB SPECIFIES THAT A SUBSTITUTE ARTICLE IS PERMITTED, IT IS UNDERSTOOD THAT THE ARTICLE TO BE PROVIDED BY THE BIDDER, IF SUCCESSFUL, WILL BE OF THE SAME MANUFACTURE, BRAND, MODEL, MAKE AND/OR WILL MATCH THE DETAILED DESCRIPTION SET FORTH IN THE SPECIFICATIONS.**
- (10) Unless receipt of this ITB is acknowledged in the form of a bid response or a written notification of "no bid", bidder's name may be removed from the applicable commodity code mailing list.
- (11) **ALL BIDDERS WHO ARE AWARDED CONTRACTS AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS SET FORTH BELOW:**
 - a) The awarded bidder shall not assign, transfer, convey or otherwise dispose of the contract, or the right, title or interest in or to the same of any part thereof, without the prior written consent of the Metropolitan Government, and the awarded bidder shall not assign by power of attorney or otherwise any of the moneys to become due and payable under the contract. Breach of this provision shall be a material breach.
 - b) It is understood that it is necessary for the Metropolitan Government to have a continuous and uninterrupted flow of supplies and materials and services and the awarded bidder must furnish and make the deliveries of supplies, materials, and services accordingly.

- c) The contract is subject to all charter and code provisions of the Metropolitan Government. It is hereby agreed that the provisions of all ordinances and resolutions of the Metropolitan Government relating to bidders and contractors are hereby made a part of the contract.
 - d) Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the Metropolitan Government shall have the right to immediately terminate the contract. The Metropolitan Government may terminate the contract at any time, with or without cause, upon sixty (60) days written notice to bidder. Should funding for the contract be discontinued, the Metropolitan Government shall have the right to terminate the contract immediately upon written notice to the awarded bidder.
 - e) The Metropolitan Government, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within thirty (30) days. Exercise of this option shall not relieve awarded bidder of any liability to the Metropolitan Government for damages sustained by virtue of awarded bidder's breach.
 - f) The contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in accordance with 4.24.020 of the Metropolitan Code of Laws.
 - g) No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
 - h) Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the Metropolitan Government prevails, awarded bidder shall pay all expenses of such action including the Metropolitan Government's attorney fees and costs at all stages of the legal action.
 - i) The contract sets forth the entire agreement between the parties with respect to the subject matter thereof and shall govern the respective duties and obligations of the parties.
 - j) The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
 - k) Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be served and shall not affect the validity of the remaining provisions of the contract.
 - l) Contractor shall indemnify and hold harmless the Metropolitan Government, its officers, agents and employees from:
 - i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts of omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and
 - ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - m) Awarded bidder shall maintain insurance sufficient to cover any claims arising from the acts of the awarded bidder in connection with the performance of this contract, in compliance with the Insurance Requirements in the Special Conditions of this ITB, and subject to the approval of the Metropolitan Government.
- (12) Bidder is entitled to protest to the Purchasing Agent in connection with the ITB or award of a contract (Metropolitan Code 4.36.010). Bidder also has the right to appeal the decision of the Purchasing Agent to the procurement appeals board (Metropolitan Code 4.36.110). This appeal must be filed within seven (7) days of receipt of the Purchasing Agent's decision. In addition, bidder may appeal the decision of the Purchasing Agent to debar or suspend bidder from consideration for award of contracts (Metropolitan Code 4.36.120). This appeal must be filed within thirty (30) days of receipt of the Purchasing Agent's decision.
- (13) The Purchasing Agent does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid, and does further expressly reserve the right to waive minor irregularities. The Metropolitan Government does not warrant or guarantee that a contract will be awarded as a result of this ITB.
- (14) Any prospective Bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in writing no later than two (2) days prior to the bid submission date. Any information provided by the Metropolitan Government to a prospective bidder concerning this ITB shall be in the form of a written addendum furnished to all prospective bidders, at the sole discretion of the Metropolitan Government.
- (15) Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item. If no items are bid on, the "Statement of No Bid" should be returned, with the envelope plainly marked "No Bid" with the bid number.

- (16) A bidder desiring to bid "No Charge" must so indicate; otherwise the bid will be construed as incomplete and may be rejected.
- (17) Bidders are cautioned that any condition, qualification, provision, or comment in its bid response, or in other correspondence transmitted with their bid response, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this ITB, shall be sufficient cause for the rejection of its bid response as non-responsive.
- (18) **BIDDER, BY SIGNING AND MAKING THIS BID, MAKES THE FOLLOWING AFFIRMATIVE DECLARATION AND STATEMENT AS OF THE DATE SAID BID IS SIGNED, TO WIT:**
- a) Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
 - b) It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
 - c) Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
 - d) Bidder also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract of the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
 - e) Bidder also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person to solicit or to secure a Metropolitan Government contract upon the agreement or understanding for a contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
 - f) Bidder represents that bidder has not retained any person in violation of the previous paragraph.
 - g) A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.
- (19) **BIDDER, BY SIGNING AND MAKING THIS BID**, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).
- (20) Price quoted must be the price for new merchandise that is free from defects. Any bid responses which modify the requirements of this ITB will not be considered and may result in a determination that a bid response is deemed non-responsive.
- (21) Deliveries of all items shall be made as stated in the bid specifications. In the appropriate blank on the bid response form, the Bidder must indicate the best delivery date after receipt of order. Deliveries resulting from this ITB are to be made during the normal working hours of the Metropolitan Government. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the awarded bidder fail to deliver items on or before its stated date, the Metropolitan Government reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- (22) Delivered items will not be considered "accepted" until an authorized agent for the Metropolitan Government has, by inspection or test of such items, determined that they fully comply with specifications. The Metropolitan Government may return, for full credit and at no expense to the Metropolitan Government, any item(s) received which fail to meet the specifications as stated in this ITB.
- (23) All deliveries made pursuant to this ITB and a contract award must be made pursuant to written purchase order of the Metropolitan Government Purchasing Agent ("Purchasing Agent"). **The Metropolitan Government assumes no liability for goods and/or services provided without a written purchase order from the Purchasing Agent.** Unless otherwise specified in this ITB, delivery charges are to be prepaid and included in the bid price.

- (24) The Metropolitan Government is exempt from federal and state taxes. Upon request, the Purchasing Agent will provide an exemption certificate to the awarded Bidder. Vendors doing business with the Metropolitan Government shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the Metropolitan Government, nor shall any vendor be authorized to use the Metropolitan Government's Tax Exemption Number in securing such materials.
- (25) If awarded Bidder subcontracts any portion of the contract for any reason, it must provide, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information should be submitted with bid response; however, if not included, it shall be the responsibility of the awarded Bidder to submit to the Purchasing Agent the subcontractor for approval prior to commencement of work. The Metropolitan Government reserves the right to reject a bid response of any bidder if, in the sole discretion of the Metropolitan Government, the bid response names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under the award.
- (26) Payment will be made by the Metropolitan Government after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- (27) The awarded bidder must strictly comply with federal, state, and local building and safety codes. Equipment must meet all federal and state safety regulations for grounding of electrical equipment and for lockout/tagout processes.
- (28) Bidder certifies that all material, equipment, processes, etc., contained in its bid response meets all OSHA., ANSI, NFPA and all other federal and state requirements. Bidder further certifies that, if it is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, processes, etc., into compliance shall be borne by the awarded bidder.

Special Conditions

Self Contained Breathing Apparatus

ITB #52663NDM

INSURANCE REQUIREMENTS

Any vendor receiving an award shall be required to provide proof of this insurance, in the form of a Certificate of Insurance. The awarded vendor must provide Metro with original Certificates of Insurance within fifteen days of notification of award. General Liability and automobile liability policies must be endorsed to include The Metropolitan Government of Nashville & Davidson County as an additional insured with respect to liability arising out of work or operations performed by on behalf of vendor. The following insurance(s) shall be required:

- a) ☐ Products Liability Insurance in the amount of one million (\$1,000,000.00) dollars (If the vendor will be shipping to a receiving department of Metro)
- b) ☒ General Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if the vendor will be making on-site delivery)
- c) ☐ Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars
- d) ☒ Automobile Liability Insurance in the amount one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)
- e) ☒ Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees.)
- f) ☐ Other Insurance .

METHOD OF AWARD

If an award is made, Metro shall award this bid to the responsible and responsive bidder(s) offering the lowest Evaluated Bid Price (EBP) for the item, as defined below.

The Purchasing Agent has authorized the use of an Evaluated Bid Price award methodology in this Invitation to Bid in order to encourage and assist small business participation in Metro's procurement process. The EBP will be calculated through the use of a formula that discounts bids offered by small businesses (including minority-owned and woman-owned small businesses) by the following percentage:

Nine (9) percent

This discount will be used for bid evaluation purposes only. The formula to be used in calculating the EBP of a small business is as follows:

$$\text{EBP} = \text{unit bid price} \times 0.91$$

A Small Business, as defined by the Metro Procurement Code, is “. . . a United States business which is independently owned and operated and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.” Furthermore, in order to qualify as a small business, a business must meet the size standards established by the Metro Procurement Code. These standards are included with this bid package.

If Bidders desire to claim status as a small business, it must 1) be registered to do business with Metro, and 2) have been approved as a small business through the submission to Metro of documentation to confirm small business status including a copy of their two most recently submitted business tax returns as well as IRS form 941-Employer's Quarterly federal tax return. Metro's small business standards are included as an Exhibit to this ITB. This information will be reviewed by Metro and used to confirm the small business status. Small business status must be approved by Metro prior to bid submission. **While Metro commits to having documents reviewed and status granted as quickly as possible after the receipt of the necessary documentation, to be safe, documents should be submitted no later than four days before the bid is due to allow time for status to be granted.** For the purposes of this procurement, Metro will not consider subcontractor small business participation in the EBP.

Metro will not discount bids submitted by businesses that do not qualify as small businesses in accordance with Metro's definition and size standards. The EBPs for businesses that do not qualify as small businesses shall be the same as the unit prices offered by those businesses.

Metro will not discount bids submitted by businesses that do not qualify as small businesses in accordance with Metro's definition and size standards. The EEBPs for businesses that do not qualify as small businesses shall be the same as the unit prices offered by those businesses.

The EEBP is being used for evaluation purposes only. Awarded prices shall be the same as the unit prices bid.

BIDDER REGISTRATION

If the successful bidder is not registered with the Metropolitan Government as a vendor, the bidder will be required to complete a Metro vendor application in order to be awarded the bid. If the awarded bidder does not return the completed application to Metro within 48 hours of its being sent to the bidder, Metro may determine that the bidder shall be deemed nonresponsible and not be considered for award.

SPECIFICATIONS

Bid to provide self contained breathing apparatus for Metro Emergency Contingency Section, Nashville, Tennessee, as specified. E-mail Doug Milligan with any questions: doug.milligan@nashville.gov

Bid price shall include fob Destination Delivery to Metro Police Department, Special Operations, 200 James Robertson Parkway, Nashville, TN 37201 .Phone: Attn Ken Elkins- 615-880-3015.

By signing bid document bidders agree and confirm that Metro Government shall be the sole judge as to what equipment is acceptable. Do not bid if you do not agree with these terms.

Specifications:

Ten each, New Self-Contained Breathing Apparatus-MSA-C-BH-D20R41D22A11 SCBA (4500 PSI) , Kevlar harness with shoulder pads and chest strap, swivel lumbar pad, no cylinder, Ultra Elite faceplate, standard speaking diaphragm, and hard carrying case.

BID RESPONSE

Self Contained Breathing Apparatus

ITB #52663NDM

CONTACT INFORMATION

In order to complete the evaluation process faster, list the name, address, phone number, fax number, and email address of the person capable of answering any questions that may arise during the evaluation process. **(Please Print or Type)**

Company Name: _____ Attention: _____

Address: _____ City/ST/Zip: _____

Phone: _____ Fax: _____

Email: _____

Item No	Qty	Unit	Description	Unit Price	Extended Price
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Bid price shall include FOB Destination Delivery.

1.	10	Ea	Self Contained Breathing Apparatus-MSA-C-BH-D20R41D22A11 SCBA (4500PSI) , Kevlar harness with shoulder pads and chest strap, swivel lumbar pad, no cylinder, Ultra Elite faceplate, standard speaking diaphragm, and hard carrying case, as specified.	\$ _____	\$ _____
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brand or grade offered

Estimated number of calendar days after receipt of Purchase Order until complete delivery. ____ Days

BID RESPONSE

Self Contained Breathing Apparatus

ITB #52663NDM

Discount (No discount under thirty (30) days will be considered)

_____ % 30 days _____ % (____th.) prox.

If the Contract is awarded, the price(s) will be in effect for the length of the Contract.

If this is a one-time open market purchase, will awarded bidder honor price(s) for other Metropolitan Government agencies? ☐ Yes ☐ No

Will awarded bidder honor price(s) for other local governments in Tennessee? ☐ Yes ☐ No

How many days will awarded bidder honor price(s)? _____

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within _____ days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item, and unless otherwise specified, within _____ days after receipt of order.

**THIS BID RESPONSE SHALL BE REJECTED IF SIGNATURE IS NOT PROPERLY NOTARIZED AND
AFFIXED WHERE INDICATED**

Name of Firm: _____
(Legal company name: Include any doing business as or subsidiary names)

Authorized Signature and Date: _____

Name Printed and Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail: _____

Personally appeared _____, who is the _____

of _____ and as such is authorized to execute this document.

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public: _____ My Commission Expires: _____

ACCEPTANCE

Accepted as to items numbered _____ Date _____

Purchasing Agent

STATEMENT OF NO BID

Self Contained Breathing Apparatus

ITB #52663NDM

If bidder is not bidding on the goods and/or services as stated in this ITB, please complete and return this form to: The Metropolitan Government of Nashville and Davidson County, Division of Purchases, 222 Third Avenue North, Suite 601, Nashville, TN 37201

Name of Firm: _____

Address: _____

Signature: _____

Telephone Number: _____ Date: _____

The above has declined to submit a bid response for the following reason(s) (please check all that apply):

Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.

Specifications unclear (please explain).

We do not offer this commodity and/or service or an equivalent.

Insufficient time to respond to the ITB.

Our schedule would not permit us to perform.

Remarks: _____

METRO's SMALL BUSINESS STANDARDS**AS DEFINED IN SECTION 4.44.010 OF THE METROPOLITAN NASHVILLE PROCUREMENT REGULATIONS;**

A Small Business satisfies all of the following criteria:

- (a) A United States business which is independently owned and operated, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation;
- (b) Either has no more than the following number of employees or has no more than the following annual sales volume for the applicable industry; and

INDUSTRY	ANNUAL SALES VOLUME	MAXIMUM NUMBER OF EMPLOYEES*
Agriculture, Forestry, Fishing	\$500,000	9
Architectural/Design/Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance, Real Estate	\$1,000,000	9
Information Systems/Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing/Communications/Public Relations	\$2,000,000	30
Medical/Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce, and Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

- (c) Meets the following additional criteria:
1. Has demonstrated capability to perform independently a substantial portion of the contract they seek, or a substantial portion of the subcontract for which they are proposed by a bidder or offeror, as specified by the Purchasing Agent;
 2. Not share or jointly use office space, production, marketing and sales, business support systems, personnel, or equipment with any business not classified by Metro as a small business (i.e., a large business);
 3. Has existed as a legal business entity for a minimum of one year (twelve months of continuous business enterprise), performing independently and satisfactorily and achieving a minimum of \$35,000.00 sales income (collected sales dollars not simply booked sales);
 4. Not be owned, controlled, or directed by individuals or groups of individuals who own, control, or direct a large business involved in the same category of work as the business for which small business status is sought;
 5. If a supplier, be an authorized regular distributor with normal wholesale agreements for the Product or products to be supplied; and

6. If a construction contractor, be licensed as required by the state to perform the work for which it has submitted a bid or has been proposed by a prime as a subcontractor.

*NOTE: Employee means a person (or persons) employed on a full-time (or full-time equivalent), a permanent basis. Full-time equivalent includes employees who work 30 hours per week or more. Full-time equivalent also includes the aggregate of employees who work less than 30 hours a week, where the work hours of such employees add up to at least a 40 hour work week. The totality of the circumstances, including factors relevant for tax purposes, will determine whether persons are employees of a concern. Temporary employees, independent contractors or leased employees are not employees for these purposes. The owner(s) are excluded from this classification.